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1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 AMERICAN FEDERATION OF  
5 MUSICIANS OF THE UNITED  
6 STATES AND CANADA,

7 Plaintiff,

8 v.

9 METRO-GOLDWYN-MAYER  
10 PICTURES INC. and  
11 PARAMOUNT PICTURES  
12 CORPORATION,

13 Defendants.

CASE NO. 2:17-cv-2704-GW(MRWx)

**STIPULATED PROTECTIVE  
ORDER**

Judge: The Hon. George H. Wu

14 1. INTRODUCTION

15 1.1 PURPOSES AND LIMITATIONS

16 Discovery in this action is likely to involve production of confidential,  
17 proprietary, or private information for which special protection from public  
18 disclosure and from use for any purpose other than prosecuting this litigation may  
19 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
20 enter the following Stipulated Protective Order. The parties acknowledge that this  
21 Order does not confer blanket protections on all disclosures or responses to  
22 discovery and that the protection it affords from public disclosure and use extends  
23 only to the limited information or items that are entitled to confidential treatment  
24 under the applicable legal principles. The parties further acknowledge, as set forth  
25 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
26 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
27 procedures that must be followed and the standards that will be applied when a  
28 party seeks permission from the court to file material under seal.



1           1.2    GOOD CAUSE STATEMENT

2           Discovery in this action is likely to involve commercial, financial, and other  
3 proprietary and confidential materials and information for which special protection  
4 from public disclosure and from use for any purpose other than the prosecution of  
5 this action is warranted. Such proprietary and confidential materials and  
6 information are likely to consist of, among other things, confidential business or  
7 financial information, information regarding confidential business practices,  
8 information (including intellectual property) regarding the development,  
9 production, scoring, and distribution of theatrical motion pictures—including  
10 information that might implicate the privacy rights of third parties—or other  
11 confidential information otherwise generally unavailable to the public, or which  
12 may be privileged or otherwise protected from disclosure under state or federal  
13 statutes, court rules, case decisions, or common law. In addition, certain types of  
14 highly confidential documents and information, including non-public financial data  
15 and certain proprietary business agreements, may contain competitively sensitive  
16 information, and disclosure to individuals other than attorneys in this matter could  
17 compromise the competitive standing of the parties and third parties. Accordingly,  
18 to expedite the flow of information, to facilitate the prompt resolution of disputes  
19 over confidentiality of discovery materials, to adequately protect information the  
20 parties are entitled to keep confidential, to ensure that the parties are permitted  
21 reasonable necessary uses of such material in preparation for and in the conduct of  
22 trial, to address their handling at the end of the litigation, and serve the ends of  
23 justice, a protective order for such information is justified in this matter. It is the  
24 intent of the parties that information will not be designated as confidential for  
25 tactical reasons and that nothing be so designated without a good faith belief that it  
26 has been maintained in a confidential, non-public manner, and there is good cause  
27 why it should not be part of the public record of this case.



1     2.     DEFINITIONS

2           2.1     Action: This pending federal lawsuit captioned *American Federation*  
3 *of Musicians of the United States and Canada v. Metro-Goldwyn-Mayer Pictures*  
4 *Inc. and Paramount Pictures Corporation*, Case No. 2:17-cv-2704-GW(MRWx).

5           2.2     Challenging Party: a Party or Non-Party that challenges the  
6 designation of information or items under this Order.

7           2.3     “CONFIDENTIAL” Information or Items: information (regardless of  
8 how it is generated, stored or maintained) or tangible things that qualify for  
9 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
10 the Good Cause Statement.

11          2.4     “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”  
12 Information or Items: information (regardless of how it is generated, stored or  
13 maintained) or tangible things that qualify for protection under Federal Rule of  
14 Civil Procedure 26(c), as specified above in the Good Cause Statement, and the  
15 Disclosure of which the Designating Party believes in good faith would create a  
16 substantial risk of serious financial, competitive, or other injury that cannot be  
17 avoided by less restrictive means. To minimize the risk of an inadvertent  
18 disclosure of such documents by Plaintiff, the Parties agree that the ability to  
19 designate documents as HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES  
20 ONLY is appropriate in this case.

21          2.5     Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23          2.6     Designating Party: a Party or Non-Party that designates information  
24 or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
26 ONLY.”

27          2.7     Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,



1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3 2.8 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 2.9 House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.10 Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.11 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15 2.12 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.14 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.15 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—  
26 ATTORNEYS' EYES ONLY."

27 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
28 Material from a Producing Party.



1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial will be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of  
17 time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate  
23 for protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents,  
25 items, or communications for which protection is not warranted are not swept  
26 unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper



1 purpose (*e.g.*, to unnecessarily encumber the case development process or to  
2 impose unnecessary expenses and burdens on other parties) may expose the  
3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (*e.g.*, paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES  
17 ONLY", (hereinafter "CONFIDENTIALITY LEGEND" ) to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the  
20 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and  
24 before the designation, all of the material made available for inspection will be  
25 deemed "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY." After the  
26 inspecting Party has identified the documents it wants copied and produced, the  
27 Producing Party must determine which documents, or portions thereof, qualify for  
28 protection under this Order. Then, before producing the specified documents, the



1 Producing Party must affix the “CONFIDENTIALITY LEGEND” to each page  
2 that contains Protected Material. If only a portion or portions of the material on a  
3 page qualifies for protection, the Producing Party also must clearly identify the  
4 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party  
6 identify the Disclosure or Discovery Material on the record, before the close of the  
7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary  
9 and for any other tangible items, that the Producing Party affix in a prominent  
10 place on the exterior of the container or containers in which the information is  
11 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—  
12 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information  
13 warrants protection, the Producing Party, to the extent practicable, will identify the  
14 protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive  
17 the Designating Party’s right to secure protection under this Order for such  
18 material. Upon timely correction of a designation, the Receiving Party must make  
19 reasonable efforts to assure that the material is treated in accordance with the  
20 provisions of this Order.

## 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
26 resolution process (and, if necessary, file a discovery motion) under Local Rule  
27 37.1 *et seq.*



1           6.3    The burden of persuasion in any such challenge proceeding will be on  
2 the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties will  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party's designation until the Court rules on the  
8 challenge.

9    7.    ACCESS TO AND USE OF PROTECTED MATERIAL

10          7.1   Basic Principles. A Receiving Party may use Protected Material that  
11 is disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under  
14 the conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).

17          Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20          7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24               (a)   the Receiving Party's Outside Counsel of Record in this Action,  
25 as well as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;

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1 (b) the officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
3 this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to  
5 whom disclosure is reasonably necessary for this Action and who have signed the  
6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this Action  
11 and who have signed the "Acknowledgment and Agreement to Be Bound"  
12 (Exhibit A);

13 (g) the author or recipient of a document containing the  
14 information or a custodian or other person who otherwise possessed or knew the  
15 information;

16 (h) during their depositions, witnesses, and attorneys for witnesses,  
17 in the Action to whom disclosure is reasonably necessary provided: (1) the  
18 deposing party requests that the witness sign the form attached as Exhibit A hereto;  
19 and (2) they will not be permitted to keep any confidential information unless they  
20 sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless  
21 otherwise agreed by the Designating Party or ordered by the court. Pages of  
22 transcribed deposition testimony or exhibits to depositions that reveal Protected  
23 Material may be separately bound by the court reporter and may not be disclosed  
24 to anyone except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting  
26 personnel, mutually agreed upon by any of the parties engaged in settlement  
27 discussions.



1        7.3    Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES  
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
3 in writing by the Designating Party, a Receiving Party may disclose any  
4 information or item designated “HIGHLY CONFIDENTIAL—ATTORNEYS’  
5 EYES ONLY” only to:

6                    (a)    the Receiving Party’s Outside Counsel of Record in this  
7                    Action, as well as employees of said Outside Counsel of Record to whom it  
8                    is reasonably necessary to disclose the information for this Action;

9                    (b)    House Counsel of the Receiving Party to whom  
10                   disclosure is reasonably necessary for this Action;

11                   (c)    Experts (as defined in this Order) of the Receiving Party  
12                   who are not regular employees of a Party but are retained on behalf of any  
13                   Party by outside counsel, to whom disclosure is reasonably necessary for  
14                   this Action and who have signed the “Acknowledgment and Agreement to  
15                   Be Bound” (Exhibit A);

16                   (d)    the court and its personnel;

17                   (e)    court reporters and their staff;

18                   (f)    professional jury or trial consultants, mock jurors, and  
19                   Professional Vendors to whom disclosure is reasonably necessary for this  
20                   Action and who have signed the “Acknowledgment and Agreement to Be  
21                   Bound” (Exhibit A);

22                   (g)    the author or recipient of a document containing the  
23                   information or a custodian or other person who otherwise possessed or knew  
24                   the information; and

25                   (h)    during their depositions, fact witnesses who are currently  
26                   employed by the Producing Party, who were employed by the Producing Party at  
27                   the time the Highly Confidential material or information was created, or who  
28                   created or received the Highly Confidential material or information. For all other



1 deposition witnesses, counsel for the Party wishing to show or disclose Highly  
2 Confidential material or information to such witnesses shall inform designated  
3 counsel for the Producing Party of the Highly Confidential material or information,  
4 and deliver a copy of any Highly Confidential material, at least two (2) business  
5 days and at least forty-eight (48) hours prior to the start of the deposition. If the  
6 Producing Party objects to the use of the Highly Confidential material or  
7 information at the deposition, the Highly Confidential material or information may  
8 not be introduced or disclosed at the deposition without leave of Court.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
10 IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this Action as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES  
14 ONLY,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such  
16 notification will include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena  
18 or order to issue in the other litigation that some or all of the material covered by  
19 the subpoena or order is subject to this Protective Order. Such notification will  
20 include a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served  
24 with the subpoena or court order will not produce any information designated in  
25 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—  
26 ATTORNEYS’ EYES ONLY,” before a determination by the court from which  
27 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
28 permission. The Designating Party will bear the burden and expense of seeking



1 protection in that court of its confidential material and nothing in these provisions  
2 should be construed as authorizing or encouraging a Receiving Party in this Action  
3 to disobey a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced  
7 by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
8 CONFIDENTIAL—ATTORNEYS' EYES ONLY,",". Such information produced  
9 by Non-Parties in connection with this litigation is protected by the remedies and  
10 relief provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery  
13 request, to produce a Non-Party's confidential information in its possession, and  
14 the Party is subject to an agreement with the Non-Party not to produce the Non-  
15 Party's confidential information, then the Party will:

16 (1) promptly notify in writing the Requesting Party and the  
17 Non-Party that some or all of the information requested is subject to a  
18 confidentiality agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the  
20 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
21 reasonably specific description of the information requested; and

22 (3) make the information requested available for inspection  
23 by the Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court  
25 within 14 days of receiving the notice and accompanying information, the  
26 Receiving Party may produce the Non-Party's confidential information responsive  
27 to the discovery request. If the Non-Party timely seeks a protective order, the  
28 Receiving Party will not produce any information in its possession or control that



1 is subject to the confidentiality agreement with the Non-Party before a  
2 determination by the court. Absent a court order to the contrary, the Non-Party  
3 will bear the burden and expense of seeking protection in this court of its Protected  
4 Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has  
7 disclosed Protected Material to any person or in any circumstance not authorized  
8 under this Stipulated Protective Order, the Receiving Party must immediately  
9 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use  
10 its best efforts to retrieve all unauthorized copies of the Protected Material,  
11 (c) inform the person or persons to whom unauthorized disclosures were made of  
12 all the terms of this Order, and (d) request such person or persons to execute the  
13 "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
14 Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other  
19 protection, the obligations of the Receiving Parties are those set forth in Federal  
20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
21 whatever procedure may be established in an e-discovery order that provides for  
22 production without prior privilege review. Pursuant to Federal Rule of Evidence  
23 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
24 of a communication or information covered by the attorney-client privilege or  
25 work product protection, the parties may incorporate their agreement in the  
26 stipulated protective order submitted to the court.



1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
3 any person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. If a Party's request to file Protected Material  
14 under seal is denied by the court, then the Receiving Party may file the information  
15 in the public record unless otherwise instructed by the court.

16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 4, within  
18 60 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the  
22 Protected Material. Whether the Protected Material is returned or destroyed, the  
23 Receiving Party must submit a written certification to the Producing Party (and, if  
24 not the same person or entity, to the Designating Party) by the 60 day deadline that  
25 (1) identifies (by category, where appropriate) all the Protected Material that was  
26 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
27 copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel



1 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
3 and trial exhibits, expert reports, attorney work product, and consultant and expert  
4 work product, even if such materials contain Protected Material. Any such  
5 archival copies that contain or constitute Protected Material remain subject to this  
6 Protective Order as set forth in Section 4 (DURATION).

7 14. Any willful violation of this Order may be punished by civil or criminal  
8 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
9 authorities, or other appropriate action at the discretion of the Court.

10  
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 DATED: JULY 12, 2017

ADAM LEVIN  
SARAH WIRTZ  
MITCHELL SILBERBERG & KNUPP LLP

13  
14  
15 By: 

Adam Levin  
Attorneys for Defendants  
Metro-Goldwyn-Mayer Pictures Inc. and  
Paramount Pictures Corporation

16  
17  
18 DATED: JULY 12, 2017

RUSSELL NAYMARK  
AMERICAN FEDERATION OF  
MUSICIANS OF THE UNITED STATES  
AND CANADA

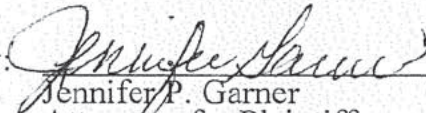
19  
20  
21 By: 

Russell Naymark  
Attorneys for Plaintiff



1 DATED: JULY 12 2017

JENNIFER P. GARNER  
AMERICAN FEDERATION OF  
MUSICIANS OF THE UNITED STATES  
AND CANADA

2  
3  
4 By:   
5 Jennifer P. Garner  
6 Attorneys for Plaintiff  
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9

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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12 DATED: July 13, 2017

  
13 HON. MICHAEL R. WILNER  
14 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
4 [full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Central District of California on [date] \_\_\_\_\_ in the case  
7 of *American Federation of Musicians of the United States and Canada v. Metro-*  
8 *Goldwyn-Mayer Pictures Inc. and Paramount Pictures Corporation*, Case No.  
9 2:17-cv-2704-GW(MRWx). I agree to comply with and to be bound by all the  
10 terms of this Stipulated Protective Order and I understand and acknowledge that  
11 failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any  
13 information or item that is subject to this Stipulated Protective Order to any person  
14 or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for the purpose of enforcing the terms  
17 of this Stipulated Protective Order, even if such enforcement proceedings occur  
18 after termination of this action. I hereby appoint \_\_\_\_\_ [full  
19 name], of \_\_\_\_\_ [full address and telephone number] as  
20 my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_